IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHAPTER. 13
11 U,S.C. Section 362

STIPULATION

AND NOW, 1tis hereby stipulated and agreed by and between the undersigned as follows:

I. The post-petition arrearage on the 2011 Volkswagen Jetta Sedan ("Vehicle"), bearing a VIN Number of 3VWDZ7AJIBM013389 held by Movant on the Debtor's vehicle is \$2,419.09 which breaks down as follows;

Post-Petition Paymen's: September 2, 2016 lhrough February 2, 2017 at \$441.93

Total Post-Petition Arrears \$2,419.09

- 2. Debtors shall **cure** said arrearages and make ongoing payments in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtors shall make a payment of \$2,419.09.
- b). Beginning March 2017 and continuing throughout the bankruptcy, Debtors shall pay the present monthly payment of \$441.93 on the Vehicle (or as adjusted pursuant to the terms of the contract) on or before the second (2nd) day of each month at the address below;

Bank of America, N.A. POBox 660933 Dallas, TX 75266-0933

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(")(3) is waived.
- 6. If the case is converted to Chapter 7. Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the contract and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 1, 2017 /s/Denise Carton, Esquire

Denise Carlon, Esquire Thomas I. Puleo, Esquire Attorneys for Movant KML Law Group, P.C.

Main Number: (215) 627-1322

Date; 2/21/17

DAYID S. GELLERT ESQUIRE

Attorney for Debtor

Date: 2/22/17

Frederick L. Reigle, Esquire

Chapter 13 Trustee

Approved by the Court this _____ day of ______.2017. However, the court retains discretion regarding entry of any further order.

Date: March 2, 2017

Bankruptcy Judge Richard E. Fehling